

1. Definitions.

- (a) "UNIT" means UNIT Parktech AG, a German company, with its principal place of business at Lueghauser Strasse 16, 51503 Roesrath, Germany.
- (b) "Buyer" means the person or business entity set forth in the Quotation
- (c) "Features" means, collectively either singular or plural, the feature or features described in the Quotation.
- (d) "Agreement" means, collectively, Buyer's acceptance of the UNIT's Quotation and these terms and conditions, constituting the contract between UNIT and Buyer for the sale of goods.

2. General.

(a) Unit's Quotation constitutes its offer to Buyer to sell the Features described in the Quotation. Buyer's acceptance of the offer constitutes Buyer's Agreement to purchase said Features subject to these terms and conditions.

(b) Specifications provided by UNIT of the Features such as dimensions, weights, illustrations, images, descriptions, graphics, and additional illustrations are approximate only and subject to manufacturing variances. Said specifications do not constitute a warranty.

3. Price; Payment; Security.

(a) The price for the Features is set forth in the Quotation. In addition to the quoted price, buyer agrees to pay all taxes, labor, warehouse, freight, and transfer costs not included in the Quotation. UNIT reserves the right to increase the agreed price set forth in the Quotation in the event of any circumstances arising as a result of (i) a change in the supply or costs of raw materials; or (ii) a change in the general economic conditions, resulting in material increases in the cost of the manufacture of the Features.

(b) Unless other payment terms are set forth in the quotation: (i) Buyer shall pay 50% of the price set forth in the Quotation upon placing an order for the Features; (ii) UNIT will invoice the Buyer for the balance of the quoted price, additional taxes, labor, warehouse, freight, and transfer costs not included in the Quotation, and price increases upon shipment of completed Features; and (iii) Buyer shall remit payment of any invoiced amount within thirty (30) days of the invoice date.

(c) If the Buyer fails to pay the invoice amount by the due date or is in default of payment, Buyer agrees to pay interest on the balance owed in a per annum amount equal to 8 percentage points above the base rate of the European Central Bank at the time of the default in payment. This provision shall not be construed to impair any of UNIT's other remedies in the event of Buyer's default.

(d) To secure payment and performance of all Buyer's obligations hereunder, UNIT retains title to Features and a security interest therein until payment in full and performance by Buyer of all said obligations. When requested by UNIT, Buyer shall duly acknowledge this Agreement, and execute, acknowledge and deliver to UNIT a supplement hereto, security Agreement, financing statement, and other appropriate instruments to constitute Features as the unencumbered security for the obligations of Buyer hereunder, or to enable UNIT to comply with all applicable filing or recording laws

4. Delivery; Shipment.

(a) The delivery date in the Quotation is an estimate only. UNIT will make commercially reasonable efforts to meet the delivery date provided that Buyer is not in default of this Agreement. Under no circumstance shall UNIT be liable for damages of any kind resulting from delay in delivery, including delays resulting from labor, supply, production, or transportation disruptions.

(b) Shipping terms are set forth in the Quotation.

(c) UNIT shall determine the method, route, and forwarder or carrier for shipment. However, Buyer may express its desired method of delivery and shipment, UNIT may, but is not required to, take such method into consideration.

(d) In the event of circumstances out of UNIT's control, making transportation of the Features on the planned route or to the planned destination in the planned period of time impossible, UNIT may deliver the Features via a different route or to a different destination. In such circumstances, Buyer shall bear all additional shipping costs.

5. Limited Warranty.

(a) UNIT warrants to original Buyer of Features that for the Warranty Period (as defined below), Features will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Features in accordance with installation instructions. Warranty claims must be made by Buyer in writing within sixty (30) days of the manifestation of a problem. UNIT's sole obligation under the foregoing warranty is, at UNIT's option, to repair, replace, or correct any such defect that was present at the time of delivery, or refund part of the purchase price in an amount representing the diminished value of the Features resulting from the defect.

(b) The "Warranty Period" begins on the date the Feature is delivered and continues for five years.

(c) Excluded from the warranty are defects or problems resulting from accidents, misuse, misapplication, storage damage, negligence, or modification to the Features

(d) UNIT does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Features except as set forth herein.

(e) The warranty in this section is exclusive and in lieu of all other warranties whether express or implied, including the implied warranties for merchantability and fitness for a particular purpose.

6. Indemnity.

Buyer shall defend, indemnify and hold harmless UNIT from and against any and all third party claims, demands, suits, actions, losses, penalties, damages (whether actual, punitive, consequential or otherwise), authorized settlements, and all other liabilities and associated costs and expenses, including attorney's fees, expert's fees, costs of investigation and other costs of litigation arising out of or related to the installation or use of the Features by Buyer or any third party.

7. Limitation of Liability.

Notwithstanding anything else in this Agreement, in no event shall UNIT be liable to Buyer or to any other person or entity with respect to any subject matter of this Agreement, under any equity, common law, tort, contract, estoppel, negligence, strict liability or other theory, for any (a) incidental, compensatory, special, punitive, consequential or indirect damages; or (b) damages resulting from loss of sale, business, profits, data, opportunity or goodwill, even if the remedies provided for in this Agreement fail in their essential purpose and even if UNIT has been advised of the possibility of any of the foregoing damages. UNIT's liability for damages arising out of or in connection with this Agreement shall in no event exceed the purchase price of the Features. The provisions of this Agreement allocate the risks between UNIT and Buyer. UNIT's pricing reflects this allocation of risk and but for this allocation and limitation of liability, UNIT would not have entered into the Agreement.

8. Arbitration.

(a) Except for claims of non-payment by Buyer, any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof which has not been resolved shall be finally settled by binding arbitration conducted in accordance with the terms of this subparagraph, upon written demand for arbitration made by any party ("Arbitration Demand"). As soon as reasonably possible following the Arbitration Demand, but not later than fifteen (15) days after the date of such Demand, the parties, in good faith, shall attempt to select a mutually acceptable arbitrator to hear and decide the matter or matters in controversy. In the event the parties cannot agree on a mutually acceptable arbitrator within thirty (30) days after the date of such Demand, each party shall appoint an unrelated third party within forty (40) days after the date of such Demand and, within fifteen (15) days of the date of the appointment of the last of such unrelated third parties, such third parties shall appoint an arbitrator to hear and settle the dispute in accordance with the terms and provisions hereof. If any party does not appoint an unrelated third party in a timely manner or if such third parties cannot or do not appoint an arbitrator in a timely manner, then any party may make application to the court in Cologne, Germany with competent jurisdiction for appointment of an arbitrator.

(b) The arbitration shall be conducted by a single arbitrator and the decision of the arbitrator shall be final, enforceable, binding and unappealable to any court or tribunal, except as otherwise may be provided by applicable law. Such decision shall be enforceable with the same force and effect as if issued by any court of competent jurisdiction.

The decision of the arbitrator shall be based upon the evidence and facts presented by the parties and shall be in accordance with the applicable law. The arbitrator is not empowered to award damages in excess of compensatory damages.

(c) The costs of the arbitration, including reasonable attorney fees, shall be awarded to the prevailing party.

(d) All arbitration proceedings shall be conducted to expedite resolution and minimize cost.

(e) The place of arbitration shall be Cologne, Germany.

(f) In the case of claims of non-payment by Buyer, UNIT, at its option, may elect to proceed by arbitration as set forth in this section.

9. Miscellaneous.

(a) This Agreement constitutes the full and complete understanding between UNIT and Buyer. No statement, oral or written, made prior to or at the signing hereof, shall vary, modify, or be used to interpret the written terms and conditions hereof. Titles and headings are for reference purposes only, and are not to be considered in any construction of this Agreement.

(b) Any modification of this Agreement must be in writing, signed by both parties.

(c) The exclusive legal venue for all disputes arising under this Agreement shall be Cologne, Germany. This agreement shall be governed under German law. However, nothing in this agreement shall be construed to impair or limit UNIT's security interests in the Features and remedies for non-payment under the laws of the jurisdictions where the features are located.

(d) All models, designs, graphics, and drawings remain the property of UNIT.

(e) All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the addresses listed above or in the Quotation.

(f) In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

(g) The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

(h) Except for actions or arbitrations for non-payment or breach of UNIT's proprietary rights and warranty claims, no action or arbitration, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

(i) UNIT shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond UNIT's reasonable control.